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*Destruction of Subject before Completion—Amount of Recovery.*—*Hayes v. Gross*, 40 N. Y. Supp. 1099. Having made a contract for the carpenter work in a building in course of erection, to be paid in installments, and the building being destroyed by fire before the completion of the contract, the contractor is entitled to recover for the work done and the material actually used at contract prices, but not for that on hand.

*Landlord and Tenant—Eviction of Tenant by Landlord—What Constitutes.*—*Silber v. Larkin et al.*, 68 N. W. Rep. 406 (Wis.). Where a landlord performed acts which interfered with the tenant's possession of the leased premises, and rendered them unfit for occupation and unsuitable for purposes for which they were hired, his action was held to constitute an eviction and the tenant was thereby entitled to damages.

*Principal and Agent—Attorney and Client—Power of Attorney to Bind his Client.*—*Mulligan v. Cannon*, 41 N. Y. Supp. 279. In all cases the natural presumption is that credit is given to the principal rather than to the agent. Where an attorney has employed an expert witness, in the absence of proof of an express promise to pay by the attorney or of facts tending to limit his authority such a witness may recover reasonable compensation from the client.

## CORPORATIONS.

*Distribution of Assets Among Stockholders—Mistake—Recovery of Assets by Corporation.*—*Grant v. Ross et al.*, 37 S. W. Rep. 263 (Ky.). Where a corporation declares a dividend under a mistaken belief that it is solvent, and that enough would remain to pay its liabilities, and then makes an assignment, the assignee may reclaim from the stockholders such assets as were thus distributed.

*Insolvency—Effect of Preferring Creditors.*—*Allison v. Bradt Publishing Co.*, 37 S. W. Rep. 10 (Tenn.). The execution by an insolvent corporation of deeds of trust covering practically all its property and effectually winding up its business and giving preferences to one set of creditors over another is such an overt act of insolvency as to authorize a court of chancery to set them aside; otherwise if corporation continued in business, though actually insolvent.